

EXHIBIT D



Nick Spanos <nick@bapple.com>

GAHI - Blackchain - Term Sheet - Signed by John Matthews

6 messages

Kathryn Weisbeck

Thu, Jan 15, 2015 at
3:12 PM

<kathrynweisbeck@yahoo.com>

To: John Matthews <jmatthews@globalarenaholding.com>,
"L. Kent Pfeffer" <lkpfeffer@apollocapitalcorp.com>

Cc: kathryn@globalarenaholding.com, robbie490@aol.com,
Nick Spanos <nick@bapple.com>, Irv
<minnaker@yahoo.com>, Anthony
<anthony@globalarenaholding.com>, Tony Crisci
<cbaconsultants@yahoo.com>, William Witenberg
<Williamwitenberg@gmail.com>

Gentlemen,

Please find the attached term sheet signed by Mr
Matthews. If you have any questions, contact John.

Thank you,
Kathryn

Kathryn Weisbeck
Director of Investor Relations
Global Arena Holding Inc.

1500 Broadway

5th Floor
New York, NY 10036
Tel. 212-508-4704

On Mon, 1/12/15, L. Kent Pfeffer
<lkpfeffer@apollocapitalcorp.com> wrote:

Subject: Re: Bitcoin
To: "John Matthews" <jmatthews@globalarenaholding.com>
Cc: kathryn@globalarenaholding.com,
robbie490@aol.com, "Nick Spanos" <nick@bapple.com>,
"Irv" <minnaker@yahoo.com>
Date: Monday, January 12, 2015, 4:41 PM

Welcome back John,
You need a use of proceeds for which
amount the placement amount, or just the \$250,000 bridge
loan? Additionally you need a 90 day forward looking
income
statement\projection?
On Jan 12,
2015, at 4:30 PM, John Matthews
<jmatthews@globalarenaholding.com>
wrote:

Re: Bitcoin

Hi All

Just back from Asia, we are on track with Term Sheet for Wednesday, we need asap use of funds, and 90 day income statement, back on cell 917 620 87345

John

On 1/12/15 12:06 PM, "L. Kent Pfeffer" <lkpfeffer@apollocapitalcorp.com> wrote:

Hi everybody,

I hope everybody's travels went well. I was wondering exactly how we are proceeding now that everybody has returned. It's my understanding that the attorneys

will be drawing up a term sheet for Nick. Robbie said he would get us the paperwork for the proposed bridge.

Additionally Robbie had requested a ongoing budget passed the first 90 days. Will get that to you this week.

Please forward email to Tony for some reason it's not coming up in my system.

Best,

<image.png>

L. Kent
Pfeffer

Office: 212-843-6440 x 222

Fax:646.650.2071

Apollo
Capital Corp

40 Broad Street Ground Floor

New York, NY 10005

www.apollocapitalcorp.com <http://www.apollocapitalcorp.com>

John S. Matthews

Chief Executive Officer

555 Madison Avenue, 12th floor

New York, New York 10022

jmatthews@globalarenaholding.com

212 508 4778 Office Direct

917 620 8735 Cell

212 421 1936 fax

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L.
Kent Pfeffer

Office: 212-843-6440 x
222Fax:646.650.2071Apollo
Capital Corp40 Broad Street Ground
FloorNew York, NY
10005www.apollocapitalcorp.com

 BC Term Sheet.pdf
135K

Nick Spanos

Thu, Jan 15, 2015 at 3:18
PM

<nick@bapple.com>

To: Irv Minnaker <minnaker@yahoo.com>

[Quoted text hidden]

--

Nick Spanos

CEO

Bapple I LLC

157 Prince street

NY, NY 10012

917 515 5355 cell

212 777 3322 office

212 475 9132 fax

spanosnick skype

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Nick Spanos

Fri, Jan 16, 2015 at 1:23 PM

<nick@bapple.com>

To: Ahmed Hassan <ahmedhassan0328@gmail.com>

Thank you.

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Ahmed Hassan

Fri, Jan 16, 2015 at 1:32 PM

<ahmedhassan0328@gmail.com>

To: Nick Spanos <nick@bapple.com>

Signed and scanned.

On Fri, Jan 16, 2015 at 1:23 PM, Nick Spanos
<nick@bapple.com> wrote:

Thank you.

 **BC Term Sheet.pdf**
5898K

Nick Spanos

Fri, Jan 16, 2015 at 1:57 PM

<nick@bapple.com>

To: "L. Kent Pfeffer" <lkp1216@gmail.com>

I signed this. Read it first then forward it to them.

Nick

[Quoted text hidden]

[Quoted text hidden]



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L. Kent Pfeffer

Sat, Mar 14, 2015 at
5:36 PM

<lkpfeffer@apollocapitalcorp.com>

To: Eric Dixon <ericdixonlaw@gmail.com>

Cc: Irv <minnaker@yahoo.com>, Nick Spanos
<nick@bapple.com>

As per your request I am forwarding you the term sheet.
This one was signed by John.

Begin forwarded message:

L. Kent Pfeffer

Office: 212-843-6440 x 222

Fax: 646.650.2071

Apollo Capital Corp

40 Broad Street Ground Floor

New York, NY 10005

www.apollocapitalcorp.com

7/8/2019



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SUMMARY OF TERMS

Purchase of One Hundred Percent (100%) of Blockchain Technologies Corporation
by Global Arena Holding, Inc.

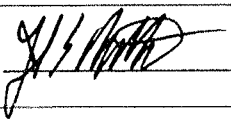
This term sheet ("Term Sheet") summarizes the principal terms with respect to the purchase of One Hundred Percent (100%) of Blockchain Technologies Corporation and all its holdings, along with its ownership in IP and incubator projects ("Blockchain") by Global Arena Holding, Inc. This Term Sheet is intended solely as a basis for further discussion and does not constitute a legally binding obligation. No legally binding obligations for the purchase and other terms outlined below will be created, implied or inferred until definitive documents are executed by and delivered among the parties to be bound.

| | |
|---|--|
| Seller: | Blockchain |
| Purchaser: | Global Arena Holding, Inc. ("GAHI") |
| Cash / Equity: | GAHI will provide One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for working capital (within six (6) months from the date of the final / definitive executed documents) and One Third (1/3 rd) of GAHI common stock and warrants on a fully diluted basis to purchase 100% of Blockchain. An additional One Million Warrants will be issued, as needed, for retention and acquisition of employees @ .25 cents 5 year term. Moreover, GAHI shall arrange for a bridge loan in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) by a third party ("Bridge Loan"); the terms and conditions of the Bridge Loan shall be determined by the third party Bridge Loan lender. Blockchain shall pay off the Bridge Loan from the first Two Hundred Fifty Thousand Dollars (\$250,000) of the One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) working capital provided by GAHI to Blockchain. |
| Purchase Price: | One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for working capital (as set forth above) and One Third (1/3 rd) of GAHI common stock and warrants on a fully diluted basis to purchase 100% of Blockchain. The One Million Dollars (\$1,000,000) will be used to operate and expand Blockchain. Two Hundred Fifty Thousand Dollars (\$250,000) will be used to pay off the Bridge Loan (as set forth above). |
| Other Terms | With the exception of Election Services Solutions LLC ("Elections"), if GAHI decides to spin off any of its holdings, the only companies that must remain in the public company of GAHI shall be Blockchain (and Elections), unless otherwise agreed to by the parties. Which means, GAHI at its sole discretion (and for \$1 consideration, if any is required by law), may at any time spin off 100% of the RIA / Hedge Fund and any other assets, other than Blockchain and Elections. Also, both entities (i.e., GAHI and Blockchain) shall be debt free at closing. |
| Definitive Documentation and Disclosure: | GAHI and Blockchain shall enter into an agreement to purchase Blockchain and perform the other terms outlined herein. The agreements shall contain the usual representations and warranties typically contained in such agreements. |



It is expressly understood that no liability or obligation of any nature whatsoever is intended to be created by this Term Sheet between the parties signing below. However, this Term Sheet does evidence the good faith intention of the parties signing below to proceed with the proposed transaction on the conditions and terms described above. The parties signing below represent and warrant that each has the capacity and right to enter into, execute and deliver this Term Sheet and to perform fully their obligations hereunder. This Term Sheet has been duly authorized, executed and delivered by GAHI and Blockchain.

The foregoing terms and conditions are acceptable to the parties signing below as a basis for proceeding with the work that must be completed before the transaction described in this Term Sheet can be consummated.

| Global Arena Holding, Inc. | Blockchain Technologies Corporation |
|---|-------------------------------------|
| By:  | By: _____ |
| Name: <u>John S. Matthews</u> | Name: _____ |
| Title: <u>Chairman</u> | Title: _____ |
| Date: <u>1/15/15</u> | Date: _____ |